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12 COMMONWEALTH LAND TITLE INSURANCE COMPANY

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 WELLS FARGO BANK, N.A., AS
16 TRUSTEE FOR THE CERTIFICATE
17 HOLDERS OF PARK PLACE SECURITIES,
18 INC., ASSET-BACKED PASS-THROUGH
19 CERTIFICATES, SERIES 2005-WCW1,

20 Case No.: 2:19-cv-00803-GMN-GWF

21 **STIPULATION AND ~~PROPOSED~~
22 ORDER TO STAY CASE PENDING
23 APPEAL**

24 Plaintiff,

25 vs.

26 COMMONWEALTH LAND TITLE
27 INSURANCE COMPANY,

28 Defendant.

29 Plaintiff Wells Fargo Bank, N.A., As Trustee For The Certificate Holders Of Park Place
30 Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2005-WCW1 (“Bank”) and
31 defendant Commonwealth Land Title Insurance Company (“Insurer”) (collectively, the “Parties”),
32 by and through their undersigned counsel, stipulate and agree as follows, subject to the approval
33 of the District Court:

34 **WHEREAS**, there are now currently pending in the United States District Court for the
35 District of Nevada more than three dozen actions between national banks, on the one hand, and
36 their title insurers, on the other hand (the “Actions”);

37 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the
38 national bank contends, and the title insurer disputes, that a title insurance claim involving an
39 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

1 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
2 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
3 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
4 Endorsement (the “Form Policy”);

5 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
6 Form Policy;

7 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
8 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*
9 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)
10 (the “*Wells Fargo II Appeal*”);

11 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the
12 *Wells Fargo II Appeal* will likely touch upon issues regarding the interpretation of the Form
13 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
14 of the other Actions, including the instant action;

15 **WHEREAS**, Insurer previously moved to stay the instant action pending the disposition
16 of the *Wells Fargo II Appeal* (the “Motion to Stay”);

17 **WHEREAS** both of the Parties intend that the instant Stipulation is to withdraw and
18 replace the previously filed Motion to Stay;

19 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
20 action pending the disposition of the *Wells Fargo II Appeal*, that a stay of the instant action will
21 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
22 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
23 *Wells Fargo II Appeal* might affect the disposition of this case);

24 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
25 stipulate and agree as follows:

- 26 1. The instant action shall immediately be **STAYED**, pending the disposition of the
27 *Wells Fargo II Appeal*.
2. The scheduling order previously entered in this action is hereby **VACATED**.

- 1 3. Each of the Parties shall be excused from responding to any now-outstanding
2 discovery requests propounded by the other until after the stay is lifted.
3 4. Any now-pending deadlines to file responses to, or replies in support of, any
4 outstanding motions are hereby **VACATED**.
5 5. By entering into this stipulation, neither of the Parties is waiving its right to
6 subsequently move the Court for an order lifting the stay in this action.

7 Dated this 25th day of November 2019

EARLY SULLIVAN WRIGHT
GIZER & MCRAE LLP

/s/-*Kevin S. Sinclair*

By: _____

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13 Attorneys for Defendant COMMONWEALTH LAND
14 TITLE INSURANCE COMPANY

15 Dated this 25th day of November 2019

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/s/-*Lindsay D. Robbins*

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22 AS TRUSTEE FOR THE CERTIFICATE HOLDERS
23 OF PARK PLACE SECURITIES, INC., ASSET-
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2005-WCW1

ORDER

IT IS SO ORDERED:

25 Dated: November 27, 2019
26 By: Elayna J. Youchah
27 THE HON. ELAYNA J. YOUCHAH
UNITED STATES MAGISTRATE JUDGE